

**JDFX HOLDING AG**  
**EQUITY SHARES**  
**SALE AND PURCHASE AGREEMENT**

between

**James D. Pieron**

(the "Seller")

whose registered domicile is

James D. Pieron  
Universitätsstrasse 112  
Zürich, CH-8006  
Switzerland

and

**Market Shot LLC**

(the "Purchaser")

whose registered domicile is

Market Shot LLC  
12644 Tiffany Court  
Burnsville, MN  
55337

**WHEREAS:**

- (A) The Seller is the owner of **JDFX Holding AG** shares (the "*Shares*") being 100% of the fully paid up issued and registered shares of JDFX Holding AG registered in Zug, Switzerland (FN# 341646/251) and having its registered office at Grafenauweg 6, Zug, Switzerland CH-6304.
- (B) The Shares are represented by share certificate numbered 1 (the "*Share Certificate*");
- (C) The Seller agrees to sell the Shares to the Purchaser and the Purchaser agrees to purchase the Shares from the Seller for the consideration set out in clause 2;

NOW, THEREFORE, the Parties hereto agree as follows:

**GOVERNMENT  
EXHIBIT**

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### **1. Object of Sale**

The Seller hereby agrees to sell to the Purchaser two million (2,000,000) Shares, representing twenty percent (20%) of Equity Shares of JDFX Holding AG (the "*Shares*"). The Purchaser agrees to purchase from the Seller the (the "*Shares*") and qualification for dividends for the first time as of the business year 2007 of the Company, beginning on March 1, 2007.

### **2. Purchase Price**

The purchase price of ten million (\$10,000,000) United States Dollars (the "*Purchase Price*") for the Shares shall be payable in accordance to the Closure (as defined in Section clause 3).

### **3. Closure**

#### **3.1. Closure Date**

The closure of the purchase (the "*Closure*") shall take place on, January 1, 2008 (the "*Closure Date*"), at the offices of JDFX Holding AG, Switzerland, or on such other date, time or place as the Parties may agree.

#### **3.2. Acts to be Performed by Seller upon Closure**

The full Purchase Price is paid:

- 3.2.1 The Seller shall transfer the ownership of the Shares by the appropriate document of transfer according to applicable Swiss (Kanton Zug) Law and shall deliver to the Purchaser the Share Certificate.

The Purchase Price is paid only in part:

- 3.2.2 The Seller shall transfer the prorated shares by the appropriate document of transfer according to applicable Swiss (Kanton Zug) Law and shall deliver to the Purchaser the Share Certificate. The shares shall be pro-rated at (\$5) United States Dollars each.

**3.3. Acts to be Performed by Purchaser upon Closure**

Upon Closure, the Purchaser will:

- 3.3.1 pay the Purchase Price to the Seller in accordance with clause 2;
- 3.3.2 If applicable, file the appropriate notices to record the termination of directorship and the change in the Company's registered addresses.

**4. Warranties and guarantees of the Seller**

The Seller guarantees that it:

- 4.1 Is the only legitimate owner of the Shares;
- 4.2 The Shares are not encumbered with any liens, options to purchase, duties, claims, guarantees or any other rights;
- 4.3 The Seller is in a position and entitled to transfer the legal and beneficial ownership of the Shares to the Purchaser.

**5. Miscellaneous**

**5.1. Secrecy**

The contents of this Agreement and any other information on this transaction shall be treated with absolute confidentiality; no party shall grant knowledge of this agreement to a third party without the consent of all other parties. This obligation shall survive termination of this agreement.

**5.2. Choice of Law**

This Sale and Purchase Agreement shall be governed by, and construed and interpreted in accordance with the laws of Switzerland (Kanton Zug).

### 5.3 Severability

Should a provision of this Agreement be or become void or ineffective, the remaining portions of the Agreement shall not be affected thereby. In case a clause is void or ineffective, the clause shall be replaced by an effective clause which most closely achieves the meaning and spirit of the ineffective provision. The same manner of proceeding shall be followed should a loophole become apparent.

### 5.4. Taxes, Costs, etc.

Unless the Parties agree otherwise in this Agreement, any and all taxes, imposts, duties, cost and expenses connected with this Agreement shall be borne by the Party by which they are incurred or to which they are to be passed on pursuant to law.

### 5.5. Amendments/ Supplements

Amendments and/or supplements must be in writing.

## 6. Arbitration

All disputes arising out of or in connection with this Sale and Purchase Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. Place of arbitration shall be Switzerland. Language shall be English.

Place and date: Zuerich, Switzerland

Place and date: Zuerich, Switzerland

JDFX Holding AG

Market Shot LLC



Private

James D. Pieron



Private

Trevor Cook & Gerald J. Durand

Managing Partners

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